

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:	:	Chapter 13
Guy S. Smith,	:	
Debtor	:	Case No. 18-bk-04806-MJC
	:	
U.S. Bank Trust National Association,	:	Joint Stipulation of Facts
Movant	:	
	:	11 U.S.C. § 362
v.	:	
	:	
Guy S. Smith and	:	
Jack N. Zaharopoulos, Trustee,	:	
Respondents	:	
	:	

JOINT STIPULATION OF FACTS

AND NOW, U.S. Bank Trust National Association/Selene, Movant and Guy S. Smith, Debtor, by and through their respective counsel, agree to the following Joint Stipulation of Facts:

1. On November 14, 2018, Debtor filed his Petition for Relief under Chapter 13 of the Bankruptcy Code;
2. During the Spring of 2020, Debtor was granted a forbearance with regard to his mortgage payments to Movant. This forbearance period began May 1, 2020 (Please see Exhibit A);
3. Counsel for Debtor was not aware that Debtor entered into a forbearance agreement with Movant and was not involved with this process;
4. When Movant offered the forbearance to Debtor, Debtor believed that the amount of the forbearance would be placed at the back of the loan. **[The Movant takes no position with regard to what the Debtor did or did not believe regarding the forbearance];**

5. After Movant and Debtor had entered into the forbearance agreement, Counsel for Debtor did become aware of the fact that Movant and Debtor had entered into this forbearance agreement because Movant began forwarding forbearance correspondence to Debtor at Counsel's office address;
6. During the latter half of 2021, the forbearance agreement with Movant ended;
7. On May 19, 2022, Movant filed a Motion for Relief because Debtor had a post-petition mortgage arrearage of \$21,140.76;
8. The amount of Debtor's post-petition mortgage arrearage is the forbearance amount;
9. Debtor has paid all of his other post-petition mortgage payments during the bankruptcy;
10. Debtor is current with his Chapter 13 Plan;
11. Debtor has paid \$67,153.37 to the Movant in his Chapter 13 Plan;
12. In an effort to resolve this matter amicably, on July 28, 2022, Debtor applied for a loan modification with Movant;
13. As a result of Debtor's application for loan modification, Movant granted a Trial Modification Plan that increased the Debtor's mortgage payment by, approximately, \$1,000.00 per month (Please see Exhibit B);
14. Debtor can not afford an increase of \$1,000.00 per month for the remaining term of his loan. **[The Movant takes no position with regard to what the Debtor can or can not afford];**

15. The Trial Modification Plan did not include the mortgage arrearage in Debtor's Chapter 13 Plan. Thus, Debtor would be required to pay his Chapter 13 Plan payments in addition to his new, increased, mortgage payments during the 4 month trial period;
16. On October 10, 2022, Debtor filed a timely Appeal of the offer for loan modification (Please see Exhibit C);
17. By letter dated October 26, 2022, Selene indicated that an approved modification could not be appealed (Please see Exhibit D);
18. A most recent Mortgage Statement is attached and marked Exhibit E.

By signing this Stipulation, Counsel for Movant and Counsel for Debtor represent that their clients are familiar with and understand the terms of this Stipulation and agree to the facts set forth, for the purpose of resolving this matter.

**ROBERTSON, ANSCHUTZ, SCHNEID,
CRANE & PARTNERS, PLLC**

Date: 11/10/2022

By: /s/ Charles G. Wohlrab
Charles G. Wohlrab, Esquire
Attorney for Movant

LAW OFFICE OF PHILIP W. STOCK

Date: 11/10/2022

By: /s/Philip W. Stock
Philip W. Stock, Esquire
Attorney for Debtor/Respondent



P.O. BOX 51850
LIVONIA MI 48151-5850
RETURN SERVICE REQUESTED

[REDACTED]
[REDACTED]
GUY SMITH
706 MONROE STREET
STROUDSBURG PA 18360-2139

CONTACT INFORMATION

Correspondence: P.O. Box 10826
Greenville, SC 29603-0826
Business Hours: Mon - Thurs: 8:00AM-6:00PM
Fri: 8:00AM-5:00PM
Phone Number: 866-214-5733
Fax: 866-467-1187
Email: Lossmitigation@shellpointmtg.com
Website: www.shellpointmtg.com

Loan Number: [REDACTED]
Property: 10 THOMAS PT
EAST STROUDSBURG, PA 18301

07/30/2020

Dear Homeowner:

This letter is to inform you that your Forbearance Plan has been extended because you have indicated the hardship has not been resolved OR your existing forbearance plan is expiring and we have not been able to make contact with you to understand the status of your hardship.

Your monthly mortgage payment amount of \$1,914.30 has been placed on a temporary forbearance for a period of 6 months. That means that your plan starting on 05/01/2020 has been extended to 6 months, you will not be penalized with a late payment charge or with negative credit reporting if you miss a mortgage payment. If you wish to no longer receive a forbearance, please contact us at 866-214-5733 to start the process to determine which loss mitigation option is best to assist you after the forbearance period ends:

- **Reinstatement:** If possible, the simplest option is to pay back the amount.
- **Deferment:** Defers payments to the end of your loan.
- **Repayment plan:** Over a set number of months, an extra amount will be added to your regular mortgage payment to cover the amount you owe from the forbearance.
- **Loan Modification:** Permanently change the terms of your mortgage to bring your account current.

If you would like to make voluntary payments or even voluntary partial payments, you are welcome to do so. Other workout options may be available at the end of the forbearance.

If you have questions about the terms of this offer, please contact us at 866-214-5733.

Additional Forbearance Plan Information and Legal Notices

As a part of your approved Forbearance Plan, if you were set up for ACH automatic payment, we have suspended your ACH automatic draft for the duration of your Forbearance Plan. If you are set up on bi-weekly ACH automatic payments, the ACH will be cancelled and you will need to request the ACH to be set up again for future use.

The terms of your mortgage remain unchanged. As a result of not making any payments during the term of the Forbearance Plan, if you do not resume making timely monthly payments or make other arrangements with us you will become delinquent on your mortgage and your credit score may be impacted.

If you recently received an incomplete loss mitigation application notice, do not ignore that notice. The Forbearance Plan may be set up based on an evaluation of an incomplete application.

Exhibit A

SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.

Other loss mitigation options may be available to you, as you have the option to submit a complete loss mitigation application to receive an evaluation for all loss mitigation options available regardless of whether you accept this plan.

If your financial situation changes during the term of your Forbearance Plan, please contact us immediately to reassess your situation and discuss potential alternatives.

At least 30 days prior to the end of the Forbearance Plan, we will send to you a Borrower Solicitation Package requesting updated financial information and documentation of your financial circumstances. We also will provide information about alternatives that may be available to you at the end of the Forbearance Plan term, such as a reinstatement, deferment, repayment plan or other alternatives to foreclosure.

We will not proceed to foreclosure sale during this Forbearance Plan, provided you are complying with the terms of the Forbearance Plan:

- Any pending foreclosure action or proceeding that has been suspended may be resumed if you fail to comply with the terms of the Forbearance Plan. However, in no event will we proceed to foreclosure sale if a foreclosure moratorium affecting your loan remains in place.
- This Forbearance Plan offer is contingent on you having provided accurate information. We reserve the right to revoke this offer or terminate the plan following your acceptance if we learn of information that would make you ineligible for forbearance.
- You agree that, in the event you make any payments during the Forbearance Plan term, we may hold those payments in an account until sufficient funds are in the account to pay your oldest delinquent monthly payment. You also agree that we will not owe you interest on the amounts held in the account. If any money is left in this account at the end of the Forbearance Plan and you qualify for a loan modification, those funds will be deducted from amounts that would otherwise be added to your modified principal balance.

Your current loan documents remain in effect; however, you are not required to make any payment during the term of the Forbearance Plan:

- You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms; and that nothing in the Forbearance Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

Sincerely,

Miguel Gonzalez
866-825-2174

Loss Mitigation Department
Shellpoint Mortgage Servicing

P.O. BOX 51850
LIVONIA MI 48151-5850
RETURN SERVICE REQUESTED

Guy Smith



GUY SMITH
706 MONROE STREET
STROUDSBURG PA 18360-2139

CONTACT INFORMATION

Correspondence: P.O. Box 10826
Greenville, SC 29603-0826
Business Hours: Mon - Thurs: 8:00AM-6:00PM
Fri: 8:00AM-5:00PM
Phone Number: 866-214-5733
Fax: 866-467-1187
Email: Lossmitigation@shellpointmtg.com
Website: www.shellpointmtg.com

Loan Number: [REDACTED]
Property: 10 THOMAS PT
EAST STROUDSBURG, PA 18301

10/09/2020

Dear Homeowner:

We hope that you are doing well! We wanted to follow up on your current situation as it relates to your COVID-19 hardship and your mortgage account. You are currently on an approved forbearance plan, so we would like to inform you of your potential options moving forward with your account.

IF YOUR COVID-19 HARDSHIP IS RESOLVED

There are other options available to you and we are eager to help you get started. These options may include one or more of the following:

- **Deferment:** Moves payments to the end of your loan if your hardship has been resolved
- **Loan Modification:** Permanently change the terms of your mortgage to bring your account current
- **Repayment Plan:** Over a set number of months, an extra amount will be added to your regular mortgage payment to cover the amount you owe
- **Reinstatement:** Repay all of the amount due to bring your loan current

Please visit our website at www.shellpointmtg.com to review your account for potential options. From there you can apply and sign up for the option that best fits your situation.

IF YOUR COVID-19 HARDSHIP IS STILL ONGOING

If, at the end of your existing forbearance period, you are still experiencing a hardship related to COVID-19, you may qualify for an extension of the original forbearance plan.

Please visit our website at www.shellpointmtg.com to request an extension of your forbearance plan.

If you have questions about the information on this letter, please contact us at 866-214-5733.

Sincerely,

Cathreen Quahi
877-276-0951
Loss Mitigation Department
Shellpoint Mortgage Servicing

SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.

Please read the following important notices as they may affect your rights.

NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Attention Servicemembers and Dependents: The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource (800-342-9647) and the United States Armed Forces Legal Assistance or other similar agencies. For more information, please visit the Military OneSource website www.militaryonesource.mil/.

Notice of Error or Information Request Address: You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address: Shellpoint Mortgage Servicing P.O. Box 10826 Greenville, SC 29603-0826

Shellpoint Mortgage Servicing utilizes third-party providers in connection with the servicing of your loan, but Shellpoint Mortgage Servicing remains responsible for all actions taken by third-party providers.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

Our system of record has your preferred language as English.

If you prefer to receive communication in a language other than English, please contact us at 866-214-5733 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

Si prefiere recibir las comunicaciones en otro idioma que no sea el inglés, por favor, contáctenos en el 866-214-5733 para hablar con un traductor en el idioma de su preferencia sobre la gestión de su préstamo o cualquier documento que haya recibido.

如果您要使用英语以外的其他语言进行交流, 请致电 866-214-5733, 我们将根据您首选的语言安排相应的译员, 与您就贷款服务事项或您所接收的文件进行商讨。

Please note that we operate as NewRez Mortgage LLC dba Shellpoint Mortgage Servicing in Arkansas and Texas.

P.O. BOX 51850
LIVONIA MI 48151-5850
RETURN SERVICE REQUESTED



[REDACTED]
GUY SMITH
706 MONROE STREET
STROUDSBURG PA 18360-2139

CONTACT INFORMATION

Correspondence: P.O. Box 10826
Greenville, SC 29603-0826
Business Hours: Mon - Thurs: 8:00AM-10:00PM
Fri: 8:00AM-10:00PM
Sat: 8:00AM-3:00PM
Phone Number: 800-365-7107
Fax: 866-467-1137
Website: www.shellpointmtg.com

Loan Number: [REDACTED]
Property: 10 THOMAS PT
EAST STROUDSBURG, PA 18301

04/28/2021

IMPORTANT NOTICE

Dear Homeowner,

This letter is to provide you with important information regarding your mortgage loan.

Previously, you contacted us to inform us that you have been affected by COVID-19, and since then were approved for a Forbearance. We sincerely hope you are safe and healthy during this difficult time.

As you may be aware, Shellpoint Mortgage Servicing ("Shellpoint") extended CARES Act protections to all of our homeowners who were affected by COVID-19, regardless of any official loss mitigation workout plans. This means, we have been reporting your loan as a Current Account to the Consumer Reporting Agencies ("CRAs"). We must inform you that in the next 60 to 90 days, we will be expiring those protections.

Please know that Shellpoint is following the CARES Act guidelines for credit reporting and the protections will continue to apply to the time period that was covered by your Forbearance.

If you have not already done so, we encourage you to contact our Loss Mitigation department to discuss workout options that may be available to you. Our Loss Mitigation department can be reached at 866-825-2174.

If you have any additional questions or concerns, you may also contact our Customer Care department at 800-365-7107.

¿Hablas español? Esta carta contiene información importante sobre su préstamo hipotecario. Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan español al número 800-365-7107.

Sincerely,

Customer Care

Shellpoint Mortgage Servicing

SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.

P 1000001 A-0579288775 0101J0400

Please read the following important notices as they may affect your rights.

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Attention Servicemembers and Dependents: The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource (800-342-9647) and the United States Armed Forces Legal Assistance or other similar agencies. For more information, please visit the Military OneSource website www.militaryonesource.mil/.

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Our system of record has your preferred language as English.

If you prefer to receive communication in a language other than English, please contact us at 800-365-7107 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

Si prefiere recibir las comunicaciones en otro idioma que no sea el inglés, por favor, contáctenos en el 800-365-7107 para hablar con un traductor en el idioma de su preferencia sobre la gestión de su préstamo o cualquier documento que haya recibido.

如果您要使用英语以外的其他语言进行交流, 请致电 800-365-7107, 我们将根据您首选的语言安排相应的译员, 与您就贷款服务事项或您所接收的文件进行商讨。

Please note that we operate as NewRez Mortgage LLC dba Shellpoint Mortgage Servicing in Arkansas and Texas.

P.O. BOX 51850
LIVONIA MI 48151-5850
RETURN SERVICE REQUESTED

GUY SMITH
706 MONROE STREET
STROUDSBURG PA 18360-2139



Shellpoint

Mortgage Servicing

Phone Number: 866-214-5733

Fax: 866-467-1187

Email: Lossmitigation@shellpointmtg.com

Mon - Thurs: 8:00AM-6:00PM

Fri: 8:00AM-5:00PM

Loan Number:	
Principal Balance:	\$204,979.03
Property:	10 THOMAS PT EAST STROUDSBURG, PA 18301

06/07/2021

Dear Homeowner,

Thank you for contacting us about your mortgage. Based on a careful review of the information you provided to us, you have been approved for a Forbearance Plan. A Forbearance Plan is a temporary suspension of your mortgage payments intended to allow you the time and flexibility to manage the financial challenges affecting your ability to pay your mortgage.

Forbearance Plan

Your monthly voluntary mortgage payment amount of \$1,821.20 has been placed on a temporary forbearance for a period of 5 months. That means that starting on 03/01/2021 and for the next 5 months you will not be penalized with a late payment charge or with negative credit reporting if you miss a voluntary mortgage payment.

In the event you elect to take advantage of this forbearance arrangement, Shellpoint Mortgage Servicing agrees not to take negative action (e.g. file a motion for relief) otherwise allowed pursuant to applicable bankruptcy law until after the term of forbearance arrangement. It is important to note the all payments scheduled to become due during the pendency of this forbearance arrangement are not waived. Debtor should work with Shellpoint Mortgage Servicing and his/her bankruptcy counsel to determine how to cure these payments upon completion of the forbearance period. Some options might include, depending on the debtor's circumstances, a loan modification, deferral, or a cure through an agreed order within the bankruptcy case.

If you have questions about the terms of this offer, please contact us at 866-214-5733 or consult your attorney.

Additional Forbearance Plan Information and Legal Notices

As a part of your approved Forbearance Plan, if you were set up for ACH automatic payment, we have suspended your ACH automatic draft for the duration of your Forbearance Plan. If you are set up on bi-weekly ACH automatic payments, the ACH will be cancelled and you will need to request the ACH to be set up again for future use.

The terms of your mortgage and bankruptcy confirmed plan remain unchanged as a result of excepting the Forbearance Plan. Shellpoint will proceed with notifying the bankruptcy court of the Forbearance Plan, where required.

If you recently received an incomplete loss mitigation application notice, do not ignore that notice. The Forbearance Plan may be set up based on an evaluation of an incomplete application.

Other loss mitigation options may be available to you, as you have the option to submit a complete loss mitigation application to receive an evaluation for all loss mitigation options available regardless of whether you accept this plan.

If your financial situation changes during the term of your Forbearance Plan, please contact us immediately to reassess your situation and discuss potential alternatives.

SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.

At least 30 days prior to the end of the Forbearance Plan, we will contact you for updated financial information and documentation of your financial circumstances. We also will provide information about alternatives that may be available to you at the end of the Forbearance Plan term.

Your current loan documents remain in effect; however, you are not required to make any payment during the term of the Forbearance Plan.

Sincerely,

Cathreen Quahi
877-276-0951
Loss Mitigation Department
Shellpoint Mortgage Servicing

P.O. BOX 51850
LIVONIA MI 48151-5850
RETURN SERVICE REQUESTED



[REDACTED]
GUY SMITH
706 MONROE STREET
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Phone Number: 800-365-7107
Fax: 866-467-1137
Website: www.shellpointmtg.com

Loan Number: [REDACTED]
Property: 10 THOMAS PT
EAST STROUDSBURG, PA 18301

06/18/2021

IMPORTANT NOTICE

Dear Homeowner,

This letter is to provide you with important information regarding your mortgage loan.

Previously, you contacted us to inform us that you have been affected by COVID-19, and since then were approved for a Forbearance. We sincerely hope you are safe and healthy during this difficult time.

As you may be aware, Shellpoint Mortgage Servicing ("Shellpoint") extended CARES Act protections to all of our homeowners who are impacted by COVID-19, regardless of any official loss mitigation workout plans. This means, we have been reporting your loan as a Current Account to the Consumer Reporting Agencies ("CRAs"). We must inform you that as of June 30, 2021, we will be expiring those protections, unless you are currently still in a Forbearance plan.

If you are currently still in an active Forbearance plan as of June 30, 2021, the protections will remain in place until your Forbearance has expired.

Please know that Shellpoint is following the CARES Act guidelines for credit reporting and the protections will continue to apply to the time period that was covered by your Forbearance.

If you have not already done so, we encourage you to contact our Loss Mitigation department to discuss workout options that may be available to you. Our Loss Mitigation department can be reached at 866-825-2174.

If you have any additional questions or concerns, you may also contact our Customer Care department at 800-365-7107.

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Customer Care

Shellpoint Mortgage Servicing

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Please note that we operate as NewRez Mortgage LLC dba Shellpoint Mortgage Servicing in Arkansas and Texas.



P.O. Box 8619
Philadelphia, PA 19101-8619
Telephone (877) 735-3637
Fax (866) 926-5498
www.selenefinance.com

Hours of Operation (CT)
Monday - Thursday: 8 a.m. - 9 p.m.
Friday: 8 a.m. - 5 p.m.

09/27/2022

PHILIP W. STOCK
706 MONROE STREET
STROUDSBURG, PA 18360

Re: Account Number: [REDACTED]
Mortgagor(s): GUY SMITH
Property Address: 10 THOMAS PT
EAST STROUDSBURG, PA 18301

Dear Mortgagor(s):

Our records indicate the above referenced mortgagor(s) is/are debtor(s) in an active bankruptcy case. Selene acknowledges the operation of the automatic stay. THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A DEMAND FOR PAYMENT.

Selene Finance LP ("Selene") is pleased to offer you the enclosed Trial Modification Plan ("Agreement"). The Agreement is based on certain financial information you provided to us and/or any statements or representations that you made to us directly or through your duly appointed representative or counsel and includes the terms we discussed with you.

Please read the Agreement carefully to ensure that you understand its terms. The payments under the agreement are required for consideration of a modification or other permanent assistance.

Payments should be made on or before the due date outlined on the Agreement. Also, the first trial payment must be made using a money order, bank certified check, or send a Money Gram payment using code "6440". Please also note that the Agreement may be subject to bankruptcy court or trustee approval. Please consult with your bankruptcy attorney with any questions you may have regarding the required approvals.

If the signed Agreement and first trial payment are not received by the date the first installment is due, the Agreement is void. Understand, by signing this Agreement it is your responsibility to maintain records evidencing delivery of any and all voluntary payments. The addresses for remitting the payments are:

Via Regular Mail
Selene Finance, LP
PO Box 71243
Philadelphia, PA 19176-6243

Via Overnight Courier
Selene Finance, LP
Attention: Cash Services
3501 Olympus Blvd, Suite 500
Dallas, TX 75019

Please return the signed and initialed Agreement to Selene no later than 10/11/2022. You may use the enclosed envelope or use one of the other convenient methods listed on the last page. If you do not return the Agreement by 10/11/2022 or if you fail to meet the requirements of this Agreement, we will void the Agreement. If you have any questions concerning this Agreement, you should contact your Single Point of Contact at (877) 768-3759.

Sonya McFail
Loss Mitigation Department
Selene Finance LP

Exhibit B

Selene Finance LP is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Please note, however, that if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally.

For Servicemembers and their Dependents: The Federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including, under most circumstances, a prohibition on foreclosure during and twelve months after the servicemember's active duty service. Selene will not foreclose on the property of a servicemember or his or her dependent during that time, except pursuant to a court order. You also may be entitled to other protections under these laws, including interest rate and fee relief. Please contact us to learn more about your rights.

OUR RECORDS REFLECT THAT THIS ACCOUNT IS IMPACTED BY A BANKRUPTCY CASE. AS SUCH, SELENE ACKNOWLEDGES THE AUTOMATIC STAY AND IS NOT MAKING A DEMAND FOR PAYMENT. PLEASE NOTE THAT THIS AGREEMENT MAY BE SUBJECT TO BANKRUPTCY COURT OR TRUSTEE APPROVAL. PLEASE CONSULT WITH YOUR BANKRUPTCY ATTORNEY WITH ANY QUESTIONS YOU MAY HAVE REGARDING THE REQUIRED APPROVALS.

Trial Modification Plan

Re: Mortgagor(s): GUY SMITH
Property: 10 THOMAS PT EAST STROUDSBURG, PA 18301
Account Number: [REDACTED]

Mortgagor executed a promissory note (the "Note") and Mortgage/Deed of Trust/Deed to Secure Debt ("Security Instrument") on 01/31/2008 in the amount of \$312,120.00 (the "Account").

The Property secures the Account.

The Account is in default under the terms of the Note and Security Instrument.

In consideration of the benefits which Mortgagor and the holder of the Note and Security Instrument (the "Lienholder") may obtain by entering into this Trial Modification Plan (the "Agreement") and for other good and valuable consideration, Mortgagor and Selene Finance LP ("Selene"), on behalf of the Lienholder, agree to the following:

<u>Date</u>	<u>Payment</u>	<u>Applied To</u>
11/01/2022	\$2,995.90	Suspense
12/01/2022	\$2,995.90	Suspense
01/01/2023	\$2,995.90	Suspense
02/01/2023	\$2,995.90	Suspense

Initials: _____

TRIAL MODIFICATION PLAN

Mortgagor agrees to make payments in the amounts shown above on or before the date specified for each payment. Payments will be applied as specified herein.

If Mortgagor makes each of the payments as set forth in this Agreement and complies with all terms and conditions outlined in this Agreement, Selene, on behalf of the Lienholder, will offer a permanent modification of the Account (Final Agreement), subject to any required approval of the bankruptcy court or trustee. Below are the contingent terms of the Final Agreement. Please be advised that the Final Agreement monthly payment amount outlined below is for estimated purposes only. Please note that the Final Agreement terms quoted below may differ due to changes in escrowed amounts and/or variations in payments under this Agreement.

First Modification Payment Due Date:	03/01/2023				
Active/Interest Bearing Principal Balance:	\$316,992.39				
Deferred/Non-Interest Bearing Principal Balance:	\$0.00				
Balloon Payment due at Maturity:	\$0.00				
Principal & Interest Payment:	\$1,752.92				
Taxes & Insurance Payment:	\$1,189.41				
Total Payment:	\$2,942.33				
Interest Rate:	5.50000%				

TERMS OF THIS TRIAL MODIFICATION PLAN

PAYMENTS

The first trial payment under this Agreement must be made with certified funds. This can be done by sending a money order or certified bank check to: Selene Finance LP Attention: Cash Services, 3501 Olympus Blvd, Suite 500, Dallas, TX 75019, or send a Money Gram payment using code [REDACTED]. The first trial payment must be received no later than 3:00 p.m. central time on the above first payment date. It is your responsibility to maintain records evidencing delivery of any and all payments. Please include the account number as reference for posting. Monthly payments should be made on or prior to the dates stated above in the Trial Modification Plan Section. Failure to make timely payments shall constitute a default under this Agreement and the Agreement may be void, with Selene having no obligation to offer another Trial Modification Plan.

Subject to applicable orders of the bankruptcy court, this Agreement is NOT designed to cure the default and bring the Account current. It is specifically designed to implement a short term and temporary trial plan period. During this trial plan period, Mortgagor will make the payments shown above, which will be applied in accordance with the schedule outlined above.

If Mortgagor makes each of the payments as set forth in this Agreement and, if applicable, complies with all terms and conditions outlined in this agreement, Selene, on behalf of the Lienholder, will offer a permanent modification of the account and may assist the Mortgagor in refinancing the account, subject to any required bankruptcy court or trustee approval. Mortgagor authorizes Selene to share information about the account and Mortgagor's financial information with Lienholders who may offer Mortgagor a new account.

IN THE EVENT THAT THE PERMANENT MODIFICATION HAS NOT BEEN RECEIVED OR EXECUTED BY THE MORTGAGOR UPON THE MORTGAGOR'S SUCCESSFUL COMPLETION OF THE AGREEMENT, THE MORTGAGOR SHOULD CONTINUE MAKING MONTHLY PAYMENTS IN THE AMOUNT AS AGREED UPON IN THE AGREEMENT ON OR BEFORE THE AGREED UPON MONTHLY DUE DATE, UNTIL SUCH DOCUMENTS ARE EXECUTED AND RECEIVED BY SELENE. OTHERWISE, THE PERMANENT MODIFICATION MAY BE DENIED.

Initials: _____

REQUIRED INFORMATION, CONDITIONS

In the event the property is presently insured by Lienholder under a "Lienholder placed insurance policy", then Mortgagor shall obtain his/her/their own homeowner's insurance policy, naming Lienholder as an additional insured, pursuant to the obligations under the Security Instrument.

Please note, required signers on the Final Agreement will include all parties who signed the original Note and/or Security Instrument who are not being removed due to death or divorce, along with any individual whose income was used to approve the modification, and/or any approved successor in interest or assumptor who is being added to the account. Wherever state or local recording ordinances require signers to sign the Final Agreement in the presence of a notary and/or witnesses, those requirements will also apply.

If Mortgagor is approved for a modification, Selene will establish (if Mortgagor does not already have one) and maintain an escrow account for the payment of property taxes, homeowners insurance and, if applicable, flood insurance. There will be no initial cost for establishing the account. Your signature below indicates your acceptance of the establishment and maintenance of the escrow account by Selene.

A portion of the principal balance could be forgiven if the loan is modified, which may be reported to the Internal Revenue Service (IRS) as debt forgiveness and could be taxed as income, in certain cases. We suggest that you contact the IRS or your tax preparer to determine if you have any tax liability.

FORECLOSURE NOT DISMISSED

This Agreement is not a permanent resolution of the default under the Note and Security Instrument. **SUBJECT TO THE AUTOMATIC STAY, IN THE EVENT THAT A FORECLOSURE IS PENDING, THE FORECLOSURE ACTION WILL NOT BE DISMISSED OR RESCINDED.** However, while the account is under review for modification and so long as the Account remains current under the terms of this Agreement, the foreclosure will be placed on hold for the term of the Agreement. If there is a default under the terms of the Agreement, the Agreement shall be deemed void, and Selene may proceed with the pending foreclosure without further notice to Mortgagor.

ADJUSTABLE RATE NOTE

This Agreement does not alter the manner in which interest is calculated under the Note on an Adjustable Rate Mortgage Account, or any interest that accrues during the Agreement term. While this Agreement is in effect, the Note will continue to govern the rate at which interest accrues on the account balance and how the account balance is calculated. If interest accrues under the Note at a rate that is subject to periodic adjustments due to changes in an index (an adjustable rate mortgage), this Agreement does not limit or alter the manner in which that rate may change.

Therefore, if there is an increase in the Index Rate under the Note during the Agreement term, interest will accrue on the account balance at the increased rate. However, payments under this Agreement will not change with any increase or decrease to the Index Rate. While this Agreement is in effect, you may continue to make payments in the amounts detailed in this Agreement without regard to how the Index Rate may adjust under the terms of the Note.

TERMINATION CONDITIONS

This Agreement may be terminated under any of the following circumstances:

- The Property is abandoned or left vacant for more than sixty (60) days.
- Mortgagor no longer uses the Property as a principal residence unless Mortgagor can evidence a temporary relocation by the primary employer or, if the Mortgagor is an active duty service member in the Armed Services of the United States or a state's National Guard, is assigned to a new post.
- Mortgagor transfers ownership or interest in the Property without consent of Selene.
- Selene received incorrect information in connection with the Mortgagor executing this Agreement.
- Mortgagor fails to meet any of the terms of this Agreement or the original Note and Security Instrument.
- The Agreement is not approved by the bankruptcy court or trustee, as applicable.

ORIGINAL NOTE AND SECURITY INSTRUMENT

All of the provisions of the Note and Security Instrument, except as provided in this Agreement, remain in full force and effect. Nothing contained in this Agreement will be construed to impair the Security Instrument or effect or impair the Lienholder's rights or powers under the Note and Security Instrument. This Agreement does not constitute a waiver of the Lienholder's right to insist upon strict performance in the future.

The offer contained in this Agreement expires and is withdrawn unless this Agreement is executed by each Mortgagor and received by Selene by the first payment date and the first payment is made in accordance with the terms of this Agreement.

BANKRUPTCY IMPACT

The Mortgagor acknowledges and agrees that the Mortgagor is not obligated to enter into this Agreement, and that the Mortgagor is entering into this Agreement voluntarily, with no coercion or pressure from Selene or the Lien Holder, for the sole purpose of retaining the Property.

The Mortgagor acknowledges and agrees that as a result of the pending bankruptcy case, this Agreement may be subject to bankruptcy court or trustee approval, and that the Mortgagor will consult with his or her bankruptcy attorney regarding necessary approvals in the bankruptcy case.

Date: _____

Mortgagor

Co-Mortgagor

You may return the signed and initialed Agreement to one of the following:

**Selene Finance LP
Attention: Customer Service Department
P.O. Box 8619
Philadelphia, PA 19101-8619
Fax: (866) 926-5498
Email: loanresolution@selenefinance.com**

Re: Mortgagors(s): GUY SMITH
Property Address: 10 THOMAS PT EAST STROUDSBURG, PA 18301
Account Number: _____

Initials: _____

Form must be received by 10/11/2022

Modification Appeal Form

GUY SMITH
706 MONROE STREET
STROUDSBURG, PA 18360

Mortgage Account #: [REDACTED]
Property Address: 10 THOMAS PT
EAST STROUDSBURG, PA 18301

Mortgagor Home Phone:

646-267-6878

Co-Mortgagor Home Phone:

N/A

Cell or Work Phone:

646-267-6878

Cell or Work Phone:

Email:

guysmith444@aol.com

Email:

INSTRUCTIONS: We must receive this Form by the date above. Please complete this form and send it, along with any supporting documents or new information to us:

Fax: 866-926-5498 or Email: loanresolution@selenefinance.com or

Mail: 3501 Olympus Blvd, Suite 500, Dallas, TX 75019

You may explain your reasons for appeal here, including any new information or change of circumstances. You may continue your explanation on a separate sheet of paper. Please write your Account Number on each additional page sent with this form.

Please accept this appeal of the offer of loan modification. Currently, my monthly mortgage payment to Selene is \$1,929.05. The offer of loan modification proposes to increase my mortgage payment to \$2,995.90 for 4 months and then, lower it to \$2,942.33 for the remainder of the mortgage. This offer does not even address the mortgage arrearage that is in my Chapter 13 bankruptcy, which means that I would still be required to pay \$898.93 per month to the Trustee. Even a cursory review of the financial information provided to Selene or a review of my Schedule I (Income) and Schedule J (Expenses) from my bankruptcy reveals that I can not possibly afford a \$1,000.00 per month (approx.) increase in my mortgage payment. This offer of loan modification would not help me, it would simply ensure that I would default and Selene would then be able to foreclose on my home. I would also like to note that this entire problem began because Selene offered me a loan forbearance during Covid and I accepted it because I believed that Selene was trying to help me during a very difficult time. I assumed that the amount was going to be placed at the back of my loan. Furthermore, I was shocked when after the forbearance ended, Selene demanded the full amount be paid back in a lump sum. Consequently, I am filing this appeal to request, once again, that my mortgage payment remain as it has been (approx. \$1,929.05) and the amount that Selene placed in forbearance be placed at the back of my mortgage loan. Thank you, Guy Smith

Date

10/10/22

Signature

Guy Smith

Exhibit C



P.O. Box 8619
Philadelphia, PA 19101-8619
Telephone (877) 735-3637
Fax (866) 926-5496
www.selenefinance.com

Hours of Operation (CT)
Monday – Thursday: 8 a.m. – 9 p.m.
Friday: 8 a.m. – 5 p.m.

October 26, 2022

Guy Smith
10 Thomas Pt.
East Stroudsburg, PA 18301

Re: Property Address: 10 Thomas Pt
East Stroudsburg, PA 183001
Mortgagor(s): Guy Smith
Account Number: [REDACTED]

Dear Mortgagor(s):

Selene Finance LP (“Selene”) would like to take this opportunity to thank you for your request to appeal the approved modification that was offered to you; however, an approved modification cannot be appealed. As such, your request is respectfully denied.

If you have experienced a change in financial circumstances, you can reapply for a modification.

Should you have any additional questions, please contact our office.

Sincerely,

Customer Service Specialist
Selene Finance LP

Selene Finance LP is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Please note, however, that if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally.

For Servicemembers and their Dependents: The Federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including, under most circumstances, a prohibition on foreclosure during and twelve months after the servicemember's active duty service. Selene will not foreclose on the property of a servicemember or his or her dependent during that time, except pursuant to a court order. You also may be entitled to other protections under these laws, including interest rate and fee relief. Please contact us to learn more about your rights.

NMLS #6312

Exhibit D



P.O. Box 8819
Philadelphia, PA 19101-8819

Mortgage Statement

Statement Date: 10/03/2022

If you have questions or concerns about your statement or account, please contact us at (877)735-3637 between the hours of 8:00 am to 9:00 pm Monday through Thursday and 8:00 am to 5:00 pm Friday CT or you can contact us at www.selenefinance.com.

Hearing Impaired call 711 or (800) 735-2989.



PHILIP W. STOCK
706 MONROE ST FL 2B
STROUDSBURG PA 18360-2270

Account Number	
Payment Date	11/01/2022
Payment Amount	\$21,689.84

Property Address: 10 THOMAS PT
EAST STROUDSBURG PA 18301

Bankruptcy Message

Our records show that you are a debtor in bankruptcy. We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you.

If your bankruptcy plan requires you to send your regular monthly mortgage payments to the Trustee, you should pay the Trustee instead of us. This statement may not show recent payments you sent to the Trustee that the Trustee has not yet forwarded to us. Please contact your attorney or the Trustee if you have questions.

If you want to stop receiving statements, write to us at: Selene Finance LP, Attn: Customer Service Research, P.O. Box 8279, Philadelphia, PA 19101-8279. Or you may fax us at (866) 926-5496, or email us at: CustomerService@selenefinance.com.

Breakdown of Past Payments

	Paid Last Cycle	Paid Year to Date
Principal	\$0.00	\$2,877.95
Interest	\$0.00	\$10,598.87
Escrow (For Taxes & Insurance)	\$0.00	\$12,384.48
Fees and Other Charges	\$0.00	(\$1,616.11)
Partial Payment (Unapplied)*	\$4,881.85	\$7,222.50
Total	\$4,881.85	\$31,467.69

Explanation of Post-Petition Payment

Principal	\$227.83
Interest	\$734.80
Escrow (For Taxes and/or Insurance)	\$966.42
Regular Monthly Payment	\$1,929.05
Total Fees and Other Charges	\$0.00
Past Unpaid Amount	\$21,219.55
Unapplied Balance	-\$1,458.76
Total Payment Amount	\$21,689.84

The payment amount does not include any amount that was past due at the time you filed bankruptcy. If post-petition fees are displayed on this statement, such fees may not all be recoverable. Any advances, fees or costs listed on the statement will be recoverable only if any required notices are filed with the bankruptcy court or the bankruptcy court otherwise enters an order allowing those amounts.

Account Information

Outstanding Principal Balance	\$200,329.04
Deferred Balance	\$91,768.65
Interest Rate (Until 11/01/54)	4.50000%
Prepayment Penalty	No

Summary of Amounts Past Due Before Bankruptcy Filing (Pre-Petition Arrearage)

Paid Last Month	\$881.85	This box shows amounts that were past due when you filed for bankruptcy. It may also include other allowed amounts on your mortgage loan. The Trustee is sending us the payments shown here. These are separate from your regular monthly mortgage payment. Please note that if the plan has not been confirmed or the proof of claim deadline has not passed, this amount has not been finalized. Please contact your attorney or the Trustee if you have questions.
Total Paid During Bankruptcy	\$70,791.59	
Current Balance	\$12,216.63	

Important Messages

We have not received all of your mortgage payments due since you filed for bankruptcy.

Partial Payments: Any partial payments that you make are not applied to your mortgage but instead are held in an unapplied account on your mortgage. Those funds are shown in the Unapplied Balance line. If you pay the Total Payment Amount, the unapplied funds will then be applied to your mortgage.

005-0814-1100E

FOR INFORMATIONAL PURPOSES ONLY



☐ Please check here if address, phone # or email change is indicated on reverse side.

GUY SMITH

SELENE FINANCE
PO BOX 71243
PHILADELPHIA, PA 19176-6243



Account Number:

Payment Amount	
Payment Date:	11/01/2022
Payment Amount:	\$21,689.84
Additional Principal	\$
Additional Escrow	\$
Total Amount Enclosed	\$

If you are sending us a payment, make your check payable to Selene Finance LP. If your bankruptcy plan requires you to send your regular monthly mortgage payments to the Trustee, do not send your payment to us. Instead, you should send your payment to the Trustee. Please refer to the Mortgage Statement for important information regarding your bankruptcy case.

Exhibit E